

Charles W. Hingle, #1947
Shane P. Coleman, #3417
Jason S. Ritchie, #7442
Holland & Hart LLP
401 North 31st Street
Suite 1500
P.O. Box 639
Billings, MT 59103-0639
Telephone: (406) 252-2166
Facsimile: (406) 252-1669

Attorneys for Hyundai Motor Finance Co.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

INCREDIBLE AUTO SALES, LLC,)	Bankruptcy No. 06-60855-RBK
)	
Debtor.)	HMFC'S AMENDED LIMITED
)	OBJECTION TO DEBTOR'S
)	MOTION TO SELL ASSETS
)	
)	

NOTICE OF HEARING

Date: January 23, 2007

Time: 10:00 a.m.

Location: Billings, Montana

Hyundai Motor Finance Company ("HMFC") hereby files this Limited Objection to Debtor's Emergency Motion to Approve The Contract for the Sale of Assets Pursuant to 11 USC Section 363 of the Bankruptcy Code and to Provide for Upset Bids. This Limited Objection is based on the following grounds:

1. Debtor's Motion and the Asset Purchase Agreement are vague as to the purchase terms of Debtor's used vehicle inventory.

A. HMFC holds a properly perfected security interest in, *inter alia*, Debtor's new and used vehicle inventory and this Court has granted HMFC's Expedited Motion to

Modify Stay to pursue HMFC's nonbankruptcy remedies against Debtor's new and used vehicle inventory, parts inventory, equipment and fixtures, excepting those used vehicles identified in Adversary Proceedings Nos. 06-00119 and 06-00120.

B. Debtor's Motion and the proposed Contract for which it seeks approval are vague as to the valuation of Debtor's used vehicle inventory with the Contract for which approval is sought stating simply that "The value of all used vehicles, including any 2005 Kia vehicles, determined as follows: Buyer will review the inventory of used vehicles and will place a value on each vehicle. In the event Seller does not accept the value designated by Buyer, Seller shall retain the vehicle and may sell such used vehicles to any other acceptable bidder."

C. In view of HMFC's security interest in the used vehicle inventory and in view of this Court's Order granting HMFC relief from the automatic stay, the used vehicles in Debtor's inventory should be excluded from any proposed sale or, alternatively, make the sale of any such used vehicles subject to HMFC's approval of the terms of the sale.

D. HMFC does not intend to waive any of its rights under this Court's Order granting relief from the automatic stay or as to any of its other collateral.

2. The Motion and proposed Contract (para. 4) improperly calls for the assumption of a \$12,000 Note to A&I Distributors. A&I Distributors appears to be an unsecured creditor who is not entitled to payment from the sale of the business at this time. As such, the Contract improperly elevates the potential claim of A&I Distributors above the claims of other secured and unsecured creditors.

3. The Motion and proposed Contract (para. 10) improperly call for an unspecified broker's commission to be paid by seller. This unspecified commission necessarily reduces the amount of money the proposed buyer is willing to pay for Debtor's assets. This Court has not approved the employment of any broker, though Debtor has presented evidence in hearings that it employed a broker, Jappy Dixon, prepetition, beginning last March of 2006.

4. Except as explained above, HMFC supports Debtor's Motion and urges this Court to approve the proposed sale as quickly as possible.

Dated this 17th day of January, 2007.

/s/ Shane P. Coleman

Charles W. Hingle, #1947
Shane P. Coleman, #3417
Jason S. Ritchie, #7442
Holland & Hart LLP
401 North 31st Street
Suite 1500
P.O. Box 639
Billings, MT 59103-0639

Attorneys for Hyundai Motor Finance Co.

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of January, 2007, I served a true and correct copy of the foregoing, addressed as follows and by the method shown below:

William L. Needler
P.O. Box 177
Fuller Building Suite H
2 North Spruce Street
Ogallala NE 69153
williamlneedler@aol.com

☐ U.S. Mail, postage prepaid
☒ Electronic service
☐ Overnight Delivery

Clarke B. Rice
Clark B. Rice, P.C.
2951 King Avenue West
Billings, MT 59102

☐ U.S. Mail, postage prepaid
☒ Electronic service
☐ Overnight Delivery

Office of the U.S. Trustee
U.S. Trustee's Office
Liberty Center Suite 204
301 Central Avenue
Great Falls MT 59401

☐ U.S. Mail, postage prepaid
☒ Electronic service
☐ Overnight Delivery

Bruce F. Fain
Murphy, Kirkpatrick & Fain, P.L.L.P.
208 North Broadway, Suite 208
P.O. Box 429
Billings, MT 59103-0429
bruce@murphkirk.com

☐ U.S. Mail, postage prepaid
☒ Electronic service
☐ Overnight Delivery

Christopher P. Birkle
Lovell Law Firm, P.C.
175 North 27th Street, Suite 1206
P.O. Box 1415
Billings, MT 59101
cbirkle@lovellaw.com

☐ U.S. Mail, postage prepaid
☒ Electronic service
☐ Overnight Delivery

James A. Patten
Patten, Peterman, Bekkedahl & Green,
P.L.L.C.
2817 2nd Avenue North, Suite 300
Billings, MT 59101
japatten@ppbglaw.com

☐ U.S. Mail, postage prepaid
☒ Electronic service
☐ Overnight Delivery

Doug James
Moulton, Bellingham, Longo & Mather
P.C.
27 North 27th Street, Suite 1900
P.O. Box 2559
Billings, MT 59103-2559
james@moultonlawfirm.com

☐ U.S. Mail, postage prepaid
☒ Electronic service
☐ Overnight Delivery

Alan C. Bryan
490 North 31st Street, Suite 500
P.O. Box 2529
Billings, MT 59101
abryan@crowleylaw.com

☐ U.S. Mail, postage prepaid
☒ Electronic service
☐ Overnight Delivery

/s/ Shane P. Coleman

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